

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MNO Marketing & Design LLC d/b/a Derm Resources Group		07/27/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Antaeus Holdings, Ltd.		
Street Address:	14801 Quorum Drive Ste 300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85966064	DERMPRO	
CORRESPONDENCE DATA			
Fax Number:	2145722630		
Phone:	2143405225		
Email:	harold.buell@supremelending.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Harold Buell, Legal		
Address Line 1:	14801 Quorum Drive Ste 300		
Address Line 4:	Dallas, TEXAS 75254		
NAME OF SUBMITTER:	By /Scott A Everett/, Manager of GP		
Signature:	/Antaeus Holdings, Ltd./		
Date:	08/24/2015		

Total Attachments: 7

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RECEIPT INFORMATION

ETAS ID: TM352395
Receipt Date: 08/24/2015
Fee Amount: \$40

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made on this 27th day of July, 2015 ("Effective Date"), by and between MNO Marketing & Design LLC, d/b/a Derm Resources Group, a Texas limited liability company, with offices at Suite 256, 6350 LBJ Freeway, Dallas, Texas 75240 ("Debtor"), and Antaeus Holdings, Ltd., a Texas limited partnership, with offices at 14801 Quorum Drive, Dallas TX 75254 ("Secured Party").

RECITALS

WHEREAS, Debtor has executed and delivered that certain Promissory Note ("Note") of even date herewith, under which Secured Party will advance the principal amount to Debtor in exchange for payments of the principal amount ("Principal Amount", as defined in the Note) of the Note, and accrued interest thereon, at the applicable interest rate ("Applicable Interest Rate", as defined in the Note) by Debtor to the Secured Party pursuant to such Note; and

WHEREAS, in connection with the Note, Debtor desires to grant a security interest in certain collateral to the Secured Party, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows.

1. Creation of Security Interest. Debtor hereby pledges, assigns, and grants to the Secured Party a security interest in all of Debtor's right, title, and interest and to the collateral described in Section 2 (the "Collateral") in order to secure the prompt and complete payment and performance of the obligations of Debtor to the Secured Party described in Section 3 below. The security interest shall not apply to Collateral that Debtor sells, licenses, leases, pledges, or otherwise provides or disposes of in the ordinary course of Business of Debtor, and such sale, license, lease pledge, provision, or other disposition shall not be a default by Debtor under this Agreement or the Note. Secured Party shall apply the proceeds of any sale or other disposition of the Collateral under this Agreement in the following order: (i) to the payment of all its expenses incurred in retaking, holding, and preparing any of the Collateral for sale(s) or other disposition, in arranging for such sale(s) or other disposition(s), and in actually selling or disposing of the same (all of which are part of the amounts owed to Secured Party); and then (ii), toward payment of the Principal Amount and accrued interest due thereon. Any surplus remaining shall be delivered promptly to Debtor by Secured Party; Debtor shall have exclusive right, title, and interest in such surplus; and Secured Party shall have no right, title, or interest in such surplus. If the proceeds are insufficient to pay the Debtor's outstanding obligations in full, Debtor shall remain liable for any deficiency. Such security interest is granted and pledge and assignment are made as security only and shall not subject Secured Party to, or transfer or in any way affect or modify, any obligation of Debtor with respect to, any of the Collateral or any transaction involving or giving rise thereto. Secured Party acknowledges that Debtor has previously granted security interests to third parties in the Collateral and Secured Party agrees that such grants are not a default by Debtor under this

Agreement or the Note. The priority of Secured Party's interest and third party security interests in the Collateral shall be determined in accordance with applicable law. Secured Party's security interest in the Collateral is not a purchase money security interest. Upon execution of the Note and this Agreement by the parties, Debtor will undertake commercially reasonable efforts to terminate such prior security interests granted by Debtor to such third parties. In addition within five (5) business days of the time that secured party provides the Principal amount to Debtor under the Note, Debtor agrees that it will pay indebtedness owed to Swift Capital and request Swift Capital to terminate its Security Interest in the collateral. Debtor agrees that Debtor will notify third parties with a security interest in the Collateral (whether existing or future) of Secured Party's security interest in the Collateral under this Agreement. Debtor further agrees that, after the date of this Agreement, Debtor will not grant additional security interests in the Collateral to third parties if such interests have priority over Secured Party's security interest in Collateral under this Agreement. The immediately preceding sentence shall not limit Debtor's right to grant additional security interests in Collateral that are subordinate to Secured Party's security interest in Collateral under this Agreement.

2. Collateral. The Collateral under this Agreement is set forth in Exhibit A. Exhibit A is hereby made a part of this Agreement and is incorporated by reference herein.

3. Secured Obligations of Debtor. The Collateral secures and shall hereafter secure the payment by Debtor to the Secured Party of all of the Principal Amount advanced by the Secured Party to Debtor in connection with the Note, and accrued interest due thereon, and not any other amount or obligation, until the full payment of the Principal Amount of the Note, and accrued interest due thereon, at which time this Security Agreement and Note shall terminate; or the waiver of the Note or this Agreement by the Secured Party.

4. Covenants of Debtor. During the term of this Agreement, Debtor covenants that Debtor agrees to the following:

4.1 Debtor shall, promptly upon reasonable request by the Secured Party, and at the sole expense of the Secured Party, execute and deliver any reasonable document requested by Secured Party to perfect or continue the perfection of the Secured Party's security interest in the Collateral

4.2 Debtor will permit Secured Party, at Secured Party's sole cost and expense, by its representatives and agents, (i) to inspect the Collateral, (ii) to examine and make copies of the records of Debtor relating to the Collateral, and (iii) to discuss the Collateral and the related records of Debtor with, and to be advised as to the same by, Debtor's officers and employees (and, in the case of any receivable, with any person or entity that is or may be obligated on the receivable), all at the reasonable times and intervals as the parties may determine.

4.3 Without Secured Party's written consent, and except as otherwise permitted in this Agreement, Debtor will not sell, lease, license or otherwise dispose of the Collateral (outside of the ordinary course of business). The foregoing shall not limit Debtor's right to pledge the Collateral, including, without limitation, by grant of additional security interests in the Collateral, shall not restrict nor have any effect on security interests in the Collateral granted by Debtor prior

to the date hereof or in the future, and shall not restrict or affect Debtor's sale, lease, license, other disposition of Collateral in the ordinary course of Debtor's Business.

5. Representations and Warranties. Debtor represents and warrants to Secured Party as of the date hereof that:

5.1 Debtor's place of business is as specified in the recitals above.

5.2 Debtor owns all presently existing Collateral.

5.3 Debtor has authority to grant the security interest in the Collateral and to perform its obligations hereunder; and such grant and performance (i) does not require the consent of or notice to any person which has not been obtained, (ii) will not cause a default under or violation of any agreement to which Debtor is a party or by which it is bound, and (iii) does not and will not contravene or violate any provisions of any laws, order, or regulation applicable to Debtor or any provision of the Debtor's constituent documentation.

5.4 The Debtor is legally formed and in good standing with all the governmental entities which monitor and regulate such entities in the state of its formation; and no waiver, modification, or amendment of any of the Debtor's constituent documentation exists of which Secured Party has not been advised in writing.

5.5 The delivery at any time by Debtor to Secured Party of Collateral or of additional specific descriptions of certain Collateral shall constitute a representation and warranty by Debtor to Secured Party hereunder that the representations and warranties of this Section 5.5 are true and correct with respect to each item of such Collateral.

6. Defaults and Remedies.

6.1 The occurrence of (i) any "Cause" as defined in the Note; or (ii) a default in any of the material terms, covenants, agreements, representations, warranties or provisions set forth herein shall constitute an "Event of Default" default under this Agreement.

6.2 Upon the occurrence of an Event of Default by the Debtor, the Secured Party may, at its option, without notice to or demand upon Debtor, do any one or more of the following:

(a) Exercise any or all of the rights and remedies provided for by the applicable Uniform Commercial Code;

(b) Require Debtor to assemble all or part of the tangible Collateral and deliver possession of tangible Collateral or any part thereof to the Secured Party at a place and time reasonably designated by the Secured Party; and

(c) Sell, lease, assign, grant an option or options to purchase, or otherwise dispose of all or part of the Collateral in one or more parcels at public or private sale, for cash, on credit, or for future delivery, and on such other terms as Secured Party may deem commercially reasonable.

7. Miscellaneous Provisions.

7.1 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given upon delivery if personally delivered or three (3) business days after posting in the United States mail for mailing by first class, certified, or registered mail, postage prepaid, and addressed as set forth in this Agreement. Either Party may change addresses by notice sent to the other Party in accordance with this section. Payments shall be deemed given only after receipt by the payee and clearing.

7.2 Headings and Construction. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "hereof" and "hereunder" and similar references refer to this Agreement in its entirety and not to any specific section or subsection hereof. No term in this Agreement shall be construed or interpreted against the interests of a Party because the Party or its representative drafted the term.

7.3 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Texas (without reference to its conflicts of law provisions).

7.4 Amendments. This Agreement or any provision hereof may be changed, waived, or terminated only by a statement in writing signed by the Debtor and the Secured Party.

7.5 Assignment and Binding Agreement. The rights and obligations under this Agreement shall inure to the benefit of each Party's respective successors and permitted assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment inconsistent with this provision shall be null and void.

8. Definitions. All terms not defined herein shall have the meaning set forth in the applicable Uniform Commercial Code or the Note, except where the context otherwise requires.

9. Entire Agreement. This Agreement, together with the Note executed in connection herewith, is intended by the Parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. The Agreement and the Note supersede all prior or contemporaneous agreements, representations, warranties, covenants, and understandings between the Parties on the subject matter of the Note and hereof.

10. Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement, or to seek damages for a breach of any provision hereof, or where any provision hereof is validly asserted as a defense, the prevailing Party shall be entitled to recover reasonable attorneys' fees determined by the court, arbitrator, or mediator, in addition to any other available remedy.

11. Expenses. Debtor will reimburse Secured Party for any and all reasonable out-of-pocket expenses and internal charges (including reasonable fees for attorneys, auditors, and accountants and reasonable time charges of attorneys, paralegals, auditors, and accountants who may be employees of Secured Party) paid or incurred by Secured Party in connection with the collection or enforcement of this Agreement and in the collection, preservation, or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral).

12. Severability. If any provision of this Agreement should be found to be invalid or unenforceable to any extent, all of the other provisions shall nonetheless remain in full force and effect to the maximum extent permitted by law and the affected provision shall be construed as if it were written so as to be valid and enforceable to the maximum possible extent.

13. Counterparts and Facsimile Signature. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

14. Termination of Agreement. This Agreement and the Note shall terminate upon the earliest to occur of the following: payment in full of the Principal Amount and accrued interest due thereon by the Debtor to the Secured Party under the Note; or the waiver of the Note or the Security Agreement by the Secured Party. Upon termination, the Secured Party will promptly return to Debtor any tangible Collateral in its possession or control, and shall sign and file a termination statement in favor of the Debtor for all of the Collateral hereunder.

15. Cumulative Remedies. The rights and remedies of each Party under this Agreement shall be cumulative and not alternative.

16. Survival of Representations. All representations and warranties of Debtor contained in this Agreement will survive the execution and delivery of this Agreement.

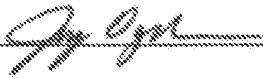
17. Authorization to File Financing Statements. Debtor authorizes Secured Party to file financing statements with all appropriate jurisdictions to perfect or protect Secured Party's interest or rights under this Agreement.

[The Parties have left the remainder of this page intentionally blank.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered by their respective authorized representatives as of the Effective Date.

DEBTOR:


MNO MARKETING & DESIGN LLC, D/B/A
DERM RESOURCES GROUP

By:  _____

Its: Managing Member

SECURED PARTY:

ANTAEUS HOLDINGS, LTD., A TEXAS
LIMITED PARTNERSHIP

By:  _____

Scott A. Everett, Manager of the General Partner

EXHIBIT A--COLLATERAL

1. The DermPro service marks; and
2. The software code owned by Debtor and used by Debtor in its DermPro e-commerce business.